

CONTRACT FOR GENERAL REASSESSMENT TECHNICAL ASSISTANCE

This contract is entered into this 4TH day of DECEMBER, 2001, by and between the County Assessor and undersigned Township Assessors of Lawrence County, Indiana, hereinafter referred to as the "Assessors", and Southern Indiana Appraisal Co; LLC, hereinafter referred to as "Professional Appraiser".

RECITALS

- A. The Assessors have determined that they should employ the Professional Appraiser as a technical advisor for general reassessment purposes according to the provisions of IC 6-1.1-4-17;
- B. The Assessors have advertised for bids according to the provisions of IC 6-1.1-4-18 and fulfilled all other statutory conditions precedent to the employment of a technical advisor;
- C. The Assessors wish to contract with the Professional Appraiser and the Professional Appraisers are willing to be contracted by the Assessors;
- D. The Professional Appraiser is a Professional Appraiser as that term is defined in IC 6-1.1-4-17(c) and IC 6-1.1-31.7
- E. This contract is subject to the provisions of 50 IAC 15, and Professional Appraiser will comply with the provisions of 50 IAC 15 in connection with this Contract; and
- F. The Assessors have by majority vote, taken in accordance with the procedures recommended by the State Board of Tax Commissioners for the application of IC 6-1.1-4-17, determined to enter this Contract.
- G. The recitals to this contract are hereby adopted by the parties as being true and accurate statements and are hereby incorporated as binding representations of this contract.

1. CONSIDERATION

The assessors shall pay the Professional Appraiser as follows:

A fee of \$459,000 to perform all duties and responsibilities set forth in this agreement.

2. CERTIFIED SUPERVISOR

Southern Indiana Appraisal Company shall designate a project supervisor who is certified as a Level II Assessor under Indiana, within 30 days of contract approval.

3. PROFESSIONSL APPRAISER CERTIFICATION; CONTRACT VOID ON REVOCATION.

- (a) SIAC is certified as a "professional appraiser" under IC 6-1.1-31.7. The Professional Appraiser represents and warrants that it is certified as a "professional appraiser" under IC 6-1.1-31.7 at the time of entering into this Contract; and will take all steps necessary to remain certified as a "professional appraiser" under IC 6-1.1-31.7 through the term of this Contract.
- (b) In accordance with IC 6-1.1-31.74, this Contract is void and the Contractor may not receive additional funds under this Contract, if the Professional Appraiser's certification as "professional appraiser" under IC 6-1.1-31.7 is revoked.

4. CONTRACT REPRESENTATIVE.

The assessors shall designate a Contract Representative to serve as the primary contact person for each township and notify the Professional Appraiser of the designation within 30 days of contract approval.

5. WORK PLAN.

By December 30, 2001 the Professional Appraiser shall deliver to the Contract Representative a work plan that shows a schedule for the completion of work under the Contract. The work plan is subject to approval by the Assessors. The Professional Appraiser and Assessor must agree to a work plan within 15 days of its submission to the Contract Representative.

6. CONTRACT REPORTS AND MONITORING.

The Professional Appraiser shall provide written progress reports to the Assessors. The reports will include the number of parcels being reviewed by the Professional

Appraiser and the status of the work being done. The Professional Appraiser shall submit reports to the Contract Representative each month on or before the 15th day of the month. The Assessors may at all times inspect the records of the Professional Appraiser to verify the progress and evaluate the quality of work performed. The Assessors may accompany the Professional Appraiser's personnel in their assigned duties to assure the Professional Appraiser's adherence with contractual specifications and approved procedures. The Professional Appraiser shall provide to the Contract Representative access to all program related records.

The Contractor shall schedule a monthly meeting with the Assessors, Trustee Assessors, and Contract Representative. This meeting shall be held to keep the Assessors and Trustee Assessors informed of the progress being made in the reassessment program and to discuss any problems which may arise.

7. NON-DISCRIMINATION.

Pursuant to IC 22-9-1-10, SIAC shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to the individual's hire, tenure, terms, conditions, or privileges of employment, because of the individual's race, color, handicap, national origin, or ancestry.

8. LIABILITY.

Southern Indiana Appraisal Company agrees to indemnify, defend, and hold harmless the Assessors and their townships and county, and all agents, officers and employees of those townships and that county, from all claims and suits including, court costs, attorney's fees, and other expenses, caused by any act or omission of the Professional Appraiser and/or its subcontractors, in connection with this Contract.

9. FORCE MAJEURE.

Neither party shall be liable for delays or performance failures resulting from and caused by acts beyond the party's control. Such acts shall include acts of God, acts of war, epidemics, communication line failures, power failures, earthquakes, and other similar disasters. In every case the delays must be beyond the control and without the fault or negligence of the non-performing party.

10. MAINTAINING A DRUG-FREE WORKPLACE.

Southern Indiana Appraisal Company agrees to make a good faith effort to provide during the term of this Contract a drug-free workplace, and that it will give written notice to the Assessors within ten (10) days after receiving actual notice that an employee of the Professional Appraiser has been convicted of a criminal violation occurring in Professional Appraiser's workplace.

In addition to the provisions of the above, if the total Contract amount set forth in this Contract is in excess of \$25,000, Professional Appraiser further agrees that this

Agreement is expressly subject to the terms, conditions and representations contained in the Drug-Free Workplace certification by Professional Appraiser in conjunction with this Contract and which is appended as an Attachment to the Contractual Agreement.

It is further expressly agreed that the failure of Professional Appraiser to, in good faith, comply with the terms of the certification referenced above shall constitute a material breach of Contract, and shall entitle the Assessors to impose sanctions against Professional Appraiser including, but not limited to, suspension of Contract payments, termination of Contract and/or debarment of Professional Appraiser from doing further business with the County for up to three (3) years.

11. INSURANCE AND WORKER'S COMPENSATION.

The contractor shall carry automobile, public liability and worker's compensation in the minimum amounts as follows:

<u>TYPE</u>	<u>COVERAGE</u>	<u>AMOUNT</u>
Automobile	Bodily Injury	\$1,000,000
Automobile	Property Damage	\$1,000,000
Public Liability		\$1,000,000- \$2,000,000
Worker's Compensation		Statutory requirement

A certificate from an insurance carrier authorized to do business within the State of Indiana shall be furnished to the County Assessor attesting to the above coverage. The insurance listed above is provided through State Farm Insurance. (Tom Kahle Insurance, Huntingburg, Indiana)

12. PROFESSIONAL APPRAISER RESPONSIBILITIES.

- A. Southern Indiana Appraisal Company shall provide a visual inspection of all parcels as required by the assessors in the specifications provided by the Lawrence County Assessors. Any parcels with needed and obvious corrections shall be inspected by a SIAC employee and those changes made to the property record card. All parcels shall be reviewed for proper grade and condition factors. Data collectors will initial all field cards and shall leave door hangers at all residences where the occupants are gone. The design of the door hanger shall be approved by the County Assessor and Contract Representative. The cost of the door hangers is the responsibility of Southern Indiana Appraisal Company. SIAC shall provide 35mm photos of parcels requiring on-site inspections for changes due to new or omitted construction. The cost of the photos is the responsibility of SIAC.

- B. Southern Indiana Appraisal Co. shall provide competent employees, approved by the Lawrence County Assessors for commercial data collection. These data collectors will be familiar with the unique aspects of commercial/industrial data collection. Any decisions concerning use types, grades, conditions, or depreciation shall be made by a Level II assessor.
- C. Southern Indiana Appraisal Company shall calculate the values of commercial-industrial parcels using the cost approach and apply obsolescence factors when needed.
- D. SIAC will provide 35mm photos of all improved commercial-industrial parcels at the expense of the company.
- E. SIAC will provide employees familiar with Lawrence County's assessment software for data entry of all commercial, industrial and utility parcels listed in Paragraph 5 of the specifications into the County's computer system. SIAC will begin data entry after the county has received hardware and software for the reassessment and after the existing files have been completely converted by the County's software vendor. SIAC would require two (2) workstations to complete the data entry. Converted data and reassessment program shall be loaded and completely functional by December 15, 2001 in order to meet time deadlines set forth in this agreement. Failure to do so shall extend completion date listed in "specification" paragraphs (5) and (29) by an equal number of days. Lawrence County shall be responsible for all costs associated with maintaining both the hardware and software.
- F. Southern Indiana Appraisal will provide Level II employees with prior experience to carry out residential field grading.
- G. Southern Indiana Appraisal Company shall maintain an office near/or in the Lawrence County Courthouse. Office space to be supplied by the County.
- H. All employees shall carry photo ID cards.
- I. Contractor shall provide unrestricted access to the Legislative Services Agency and the Department of Local Finance to review any work product.

13. SUBCONTRACTING

No subcontractor shall be used in the performance of this contract without written permission of the Assessors and Board of Commissioners. This limitation shall not apply to purchase of standard supplies.

14. TIME AND MANNER OF PAYMENT

At the end of each claim period, the Contractor shall submit a claim for payment for work done under the contract during that time. The amount of each payment is subject to approval by the Contract Representative and the County Assessor. The Contract Representative and County Assessor shall base approval upon inspection of the claim and progress report. Payment shall be made within thirty (30) days after the approval of Contract Representative, County Assessor and Board of Commissioners.

In lieu of posting a performance bond, twenty (20) percent of each monthly payment will be retained pending completion of all work contracted. Contract Representative and County Assessor will approve payment of the retained amount to Contractor within thirty (30) days after approval.

If all work is not completed under this contract by the completion date of this Contract, all further payments will be suspended until all work is completed. Payment of the suspended amount will be made to the Contractor within thirty (30) days after certification has been made by the Contract Representative and County Assessor that all work has been completed.

15. PENALTY.

If the Contractor should fail to complete the appraisal program by the completion date of May 1, 2002 that failure shall be cause for a penalty payment by the Contractor in the amount of \$500 per day beyond the completion date: Saturdays, Sunday's and Holidays excluded. Such penalty shall be deducted from the contract sum owed to the Contractor by the County. Completion date of data entry of commercial and industrial parcels is subject to timely delivery of working software and hardware by the County's software vendor by December 15, 2001.

16. RESPONSIBILITIES.

The final determination of assessed value or true tax value is and shall be the responsibility of the Assessors.

17. DELAYS.

Whenever the Professional Appraiser or the Assessors have knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, they shall within forty-five (45) days provide written notice of the delay to the other party by certified mail, return receipt requested, including all relevant information with respect to the actual or potential cause of the delay. This

includes, but is not limited to, delays in receiving assessment software, delays in receiving converted data, or failure of software to work properly.

18. CONFIDENTIAL NATURE OF APPRAISAL DATA.

The Contractor shall assure that no individual on the Contractor's staff shall disclose any appraisal information to any individual, firm or corporation other than appropriate public officials and their authorized agents. Any data, which is to be released, shall be provided to the Assessor(s) who shall provide for its release.

19. SUPPORT OF VALUES

Southern Indiana Appraisal Company shall hold up to twenty (20) informal hearings, if needed, prior to mailing of Form 11's. {Twenty "man" days}

Southern Indiana Appraisal Company shall provide fifteen (15) man days of formal hearings after the Form 11's have been mailed for the purpose of helping explain new assessed values to the taxpayers.

Southern Indiana Appraisal Company shall provide ten (10) man days of assistance to the County PTABOA. The County shall provide 10 days notice to SIAC prior to any required assistance. Any days beyond those 10 days provided shall be billed on a per diem basis.

Southern Indiana Appraisal Company shall furnish qualified personnel to represent the County if a parcel is appealed to the State Board of Tax Commissioners. Twenty (20) days notice shall be required to give the contractor adequate time to make personnel available for the hearing(s). There are no (0) days provided under the terms of this contract for State Tax Board Hearings. All days shall be billed on a per diem basis with one-half of one day constituting the minimum fee for services.

Per diem rates for State Tax Board Hearings, and any days beyond the 10 provided for PTABOA days shall be four-hundred (\$400) per day. If any days are requested for non-Level II employees that are familiar with the project the rate shall be \$200 (two hundred dollars) per day.

A competent employee of the Contractor, familiar with the project, shall make recommendations to the PTABOA and also recommend changes on the property record card(s) under review, if requested by the County. Up to ten (10) PTABOA days are included in Contract. Any days requested beyond the initial 10 days included in the contract will be at an hourly/daily rate as detailed above.

20. COMPLETION DATE.

- A. Data collection of commercial/industrial parcels shall be completed May 1, 2002. Assignment of grades, conditions and other subjective determinants shall also be completed by May 1, 2002.
- B. Residential and agricultural data collection shall be completed by May 1, 2002. Assignment of grades shall also be completed by May 1, 2002.
- C. All data entry shall be complete by May 1, 2002. (Date subject to delivery of software and hardware. Paragraph 12 (e).
- D. Informal and formal hearings are not subject to the May 1, 2002 completion date.

21. GENERAL PROVISIONS

- A. This Contract sets forth the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior oral and written agreements and understanding between the Assessors and the Professional Appraiser. No representation, promise, inducement or statement of intention so set forth.
- B. No waiver, alteration, modification, or cancellation of any of the provisions of this Contract shall be binding unless made in writing and signed by all those signing this Contract, or their successors in office. The failure of either party at any time or times to require performance of any provisions of this agreement shall not be considered a waiver and will in no manner affect the right at a later time to enforce that provision.
- C. In the event that one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions contained in this Contract. If any provisions contained in this Contract shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it then shall appear.
- D. This Contract shall be subject to and interpreted in accordance with the law of the State of Indiana and suit, if any, shall be brought in Indiana courts.
- E. This Contract shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives, provided, however, that this Contract is not binding upon a successor to the elected office of an undersigned Assessor without the successor's prior written consent, nor can the

rights, duties, and privileges of the Professional Appraiser under this contract be transferred, sublicensed, or assigned by it, either whole or in part, without the prior written consent of the Assessors.

- F. Contractor will generate parcel characteristics and data in a format acceptable to the legislative services agency and the state board of tax commissioners and its successor the department of local government finance.

22. COUNTY RESPONSIBILITY.

County shall provide office space and two computers for project utilization during the revaluation program. All other equipment, supplies, manuals, training materials and telephone shall be supplied by SIAC. Any additional expenses and liabilities resulting there from shall be incurred by SIAC without any obligation to the County.

The County shall furnish one (1) set of parcel maps, (taken from the most current set of plat maps in the County), and one complete copy of each property record card or worksheet, which contains the physical data and sketch (if applicable) of each parcel as they were valued for taxation purposes on March 1, 2001. This information will be available to the Contractor within thirty (30) days after execution of the contractual agreement. The County is responsible for printing and mailing the 2002 Notice of Assessment (Form 11RA abd Form 11C/I). County will provide postage for mailing of the 2002 notices of Assessment. The County shall also be responsible for data entry of all residential, agricultural and non-commercial parcels.

The County will provide access to all necessary files.

23. INCORPORATION INTO CONTRACT

The above specifications will be incorporated in the final Contract. In the event of a conflict between the provisions of the Contract and these Specifications these Specifications shall control.

24. ADDITIONAL WORK

The contract may contain provisions for additional work not included in these specifications, and may also provide that the Contract may be amended by addendum without re-bidding to permit the Assessors and Trustee Assessors to contract for Commercial/Industrial or Residential New Construction Technical Assistance for assessment year 2003 and subsequent years until the next General Reassessment Year. An addendum may be made to contract with Southern Indiana Appraisal Company to assist with residential data entry at a later date.

Lawrence County shall retain the right to amend this contract to allow for Southern Indiana Appraisal Company to assess the residential and agricultural parcels in Bono

Township if so requested by the Bono Township Trustee, the County Assessor and the Contract Representative.

Payment shall be based upon the per parcel rate established for the remainder of the county. Payment amount based upon using the same assessment procedures that will be used throughout the remainder of the county. Payment based upon the total parcel count for Bono Township, including all improved and vacant parcels. The per parcel rate will not apply if parcels to be assessed are limited to improved parcels only, or if there are additional modifications.

25. STATE OR COURT DELAY

In the event implementation of statewide reassessment is delayed by state or court inaction or action to prohibit satisfactory completion of the project or adherence with the schedule of work, the Contract may be terminated and Southern Indiana Appraisal Co. shall be entitled to compensation only for the work actually completed to that date.

26. PUBLIC INFORMATION

The Contractor shall be responsible to work with the Assessors and Trustee Assessors in the execution of a comprehensive public information and public relations program. This program will include media releases and meeting with representatives of the media, the Assessors and Trustee Assessors may determine the appropriate public meetings.

27. PRINTING FORM 11'S

The County shall provide all necessary personnel for the printing of the Form 11's. The County shall provide all necessary hardware, software, stock, forms, stamps and envelopes to complete the printing of the Form 11's along with mailing said Form 11's.

28. WORK PRODUCT DELIVERY

Southern Indiana Appraisal Co. shall be responsible for the delivery of the following to the Assessors and Trustee Assessors upon completion of the project.

1. Documentation of procedures used throughout the revaluation project.
2. All copies of parcel map, property record cards, and worksheets.
3. All materials and documentation used in the land-pricing phase including all supporting data.
4. All materials and documentation used in improvement-pricing phase including all supporting data.

29. TRAINING

In order to facilitate training, SIAC shall give prior written notification to the Assessor(s) of its intention to perform fieldwork in the respective townships and invite the Assessor(s) to participate.

SIAC shall be responsible for providing training sessions for the staff of the Assessor's office throughout the duration of the project in such a manner that at the end of the project the SIAC shall also be responsible for training the personnel under its control in order to maximize their usefulness.

30. LAND VALUATION

Southern Indiana Appraisal Company shall be responsible for applying land value changes established by the Township Assessor to each parcel of property. SIAC shall account for significant value influencing variations by developing and applying factors which reflect those variations (corner influences, vacant factors, excessive frontage).

31. SPLITS, TRANSFERS, AND NEW CONSTRUCTION

The Assessor's Office shall be responsible for maintaining ownership and legal descriptions on the County Computer Ales. It shall be the obligation and the responsibility of SIAC to update the appraisal card with these divisions of properties so that when the cards are delivered, the land splits will be correct through March 1, 2002. The Contractor shall be responsible for measuring, listing, grading, and pricing all new construction through March 1, 2002.

32. QUALITY CONTROL

The Contract Representative, Assessor(s) and Trustee Assessors reserve the right to inspect the work being done by the Contractor at frequent intervals during the revaluation program, and/or the Contract Representative may assign one or more staff personnel to work with the Contractor to assure a high quality and thoroughness of the program.

33. PARCEL COUNT

The agreed upon parcel count, excluding Bono Township, is 27,905 total parcels to be assessed for March 1, 2002. An allowance of a 5% increase in parcel count shall be made to account for splits and new plats. Any parcels assessed above this 5% allowance shall be billed at a per parcel rate based upon a per parcel amount of the entire contract.

SIAC shall assess all commercial, industrial, and utility parcels in Bono Township as part of this contract.

34. IDENTIFICATION

All field personnel involved with the reassessment program shall carry identification cards, which will include an up-to-date photograph, supplied by the Contractor, and the signature of the County Assessor. All automobiles used by the field personnel shall be registered with the County Sheriff's Office as well as with local police departments and township assessors located within various cities and towns within the County. Such registration shall include license number, make model, year, and color of vehicle. The Contractor shall also register all vehicles used by field personnel with the County Assessor's Office.

35. CONTRACTOR EMPLOYEES

Southern Indiana Appraisal shall utilize three(3) Indiana Level II Certified Assessor-Appraisers to perform the majority of work in this project. These three Level II Assessors have a minimum of eight(8) years appraisal experience each.

The Contractor shall use qualified and experienced employees to carry out all phases of this project. All employees assigned to the final valuation phase shall have Level II certification.

IN WITNESS WHEREOF, the parties have executed this contract by their duly authorized officers this 4th day of DECEMBER, 2001.

April Stapp Collins
County Assessor

Jammie Jean

Shawswick Township Trustee-Assessor

Heather Bartlett

Pleasant Run Township Trustee-Assessor

Jammi Harris

Cuthrie Township Trustee-Assessor

Kel Wilson

Spiceburg Township Trustee-Assessor

Mary Frances Phillips

PERRY Township Trustee-Assessor

Larry L. Allen

Indian Creek Township Trustee-Assessor

Shawn A. Ball

Bono Township Trustee-Assessor

Nancy Miller

Marion Township Trustee-Assessor

Susan Evans

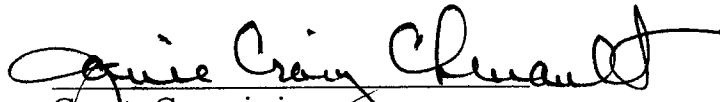
Marshall Township Trustee-Assessor

Township Trustee-Assessor

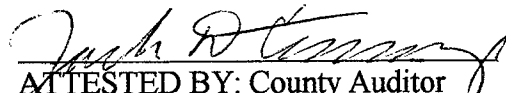
County Commissioner



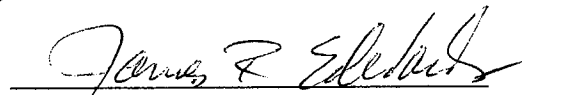
County Commissioner



County Commissioner



ATTESTED BY: County Auditor

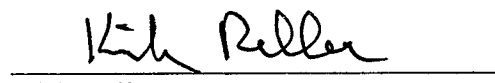


APPROVED BY: County Council President



APPROVED BY: County Attorney

Professional Appraiser Agreement:



Kirk Reller
Southern Indiana Appraisal Company

Southern Indiana Appraisal Company, LLC

October 14, 2001

April,

I have attached a billing break-down sheet showing how much money is allocated to each part of the project. The allocation we are using in Lawrence is consistent with the billing sheets we are using in each of the other counties.

Due to having some larger Industrials we have a higher percentage to be used on commercial/industrial than Orange or Perry Counties. About 84% of the contract billing is based upon per parcel completion of either data collection, grading or data entry. This should make it easier when reviewing claims and it provides a simple way of verifying claim amounts versus work completed if there is some legislative action to halt the revaluation.

Kirk

Southern Indiana Appraisal, LLC
418 N. Geiger St.
Huntingburg, IN 47542

Lawrence County 2002 Reassessment Billing Summary

<u>Work Category</u>	<u>Parcels</u>	<u>Allocated Amount</u>	<u>Period Completed</u>	<u>Period Billed</u>	<u>To-Date Completed</u>	<u>Percent Complete</u>	<u>Billed To-Date</u>
Commercial Data Collection	1,640	\$ 82,800					
Commercial Grade	1,640	\$ 16,200					
Commercial Entry	1,640	\$ 15,500					
Res/Ag Data Collect-Grade	26,265	\$271,000					
Hearings	45 DAYS	\$ 9,000					
Project Supervision/ Administration	N/A	\$ 42,000					
Clerical Support	N/A	\$ 16,000					
Supplies/Film/ Misc. office	N/A	\$ 6,500					
TOTALS		\$459,000					